

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Museum Exhibit Loan Agreement with the Altamonte Springs Historical Society

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Julia Thompson

EXT: 2170

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement between the Altamonte Springs Historical Society and Seminole County to display the Altamonte Springs miniature models of historic buildings.

District 5 Brenda Carey

Julia Thompson

BACKGROUND:

The Altamonte Springs Historical Society desires to partner with Seminole County and the Historical Museum to exhibit the miniature models of historic buildings of Altamonte Springs. The time frame would be during the late summer and fall in the exhibit hall area of the Museum of Seminole County History. There would be minimal cost to Seminole County government for the display involving staff time to assist in the moving, set up and return of the models. This would be accomplished during regular work hours. The Altamonte Springs Historical Society feels that displaying the miniatures at the museum will provide additional education and history to museum attendees and positive exposure for the City of Altamonte. The Museum of Seminole County History encourages these types of ventures and partnerships within our sister cities and welcomes the opportunity to highlight the history and background of these historic structures.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement between the Altamonte Springs Historical Society and Seminole County to display the Altamonte Springs Historical Society's miniatures of historic buildings of Altamonte Springs.

ATTACHMENTS:

1. Museum Exhibit Lease Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**MUSEUM EXHIBIT LOAN AGREEMENT
ALTAMONTE SPRINGS BUILDING MINIATURES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between the **ALTAMONTE SPRINGS HISTORICAL SOCIETY, INC.**, a Florida non-profit corporation, whose address is P.O. Box 150523, Altamonte Springs, Florida 32715, hereinafter referred to as "SOCIETY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY wishes to extend and enhance its showcase of Seminole County history by displaying miniatures of the historic structures of Altamonte Springs, and

WHEREAS, the SOCIETY wishes to display its collection of such miniatures at the Seminole County History Museum under the conditions as set forth herein,

NOW, THEREFORE, in consideration of the covenants as set forth herein, COUNTY and SOCIETY hereby:

Section 1. The SOCIETY agrees to lend to the COUNTY the following listed building miniatures for display at the Seminole County History Museum from July 1, 2009 through September 30, 2009:

	Model Description	Replacement Value, including labor
1.	The Altamonte Chapel	\$2,000.00
2.	The Train Station	\$2,500.00

- | | | |
|----|----------------------------|------------|
| 3. | The Bundy House | \$6,000.00 |
| 4. | The Jasmine Theater | \$4,000.00 |
| 5. | The Bradlee-McIntyre House | \$8,500.00 |

Section 2. The parties shall be jointly responsible for pick up, delivery, and set-up of the building miniatures. At the conclusion of the exhibition, the COUNTY shall be solely responsible for the breakdown of the exhibit and return of the miniatures to the SOCIETY.

Section 3. The parties agree that no fee shall be charged the COUNTY for use of these miniatures for the exhibit.

Section 4. Insurance coverage for the declared replacement value of the SOCIETY's miniatures shall be supplied by the COUNTY, with coverage to be effective from the date of delivery of the miniatures until the date the miniatures are delivered to the SOCIETY after the close of the exhibition. The SOCIETY agrees to substantiate the replacement value of the miniatures in writing if a claim is made.

Section 5. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, volunteers, and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided in Section 768.28, Florida Statutes.

Section 6. Either party may, upon written notice to the other party, terminate this Agreement, in whole or in part, at any time. Upon termination of this Agreement the COUNTY shall return the loaned

miniatures to the SOCIETY within 48 hours, unless mutually agreed otherwise.

Section 7. This Agreement shall take effect on the date of its execution by the parties and shall terminate on October 31, 2009.

Section 8. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances, by the parties hereto without prior written consent of the opposite party in a document of equal dignity herewith.

Section 9. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 10. SOCIETY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. SOCIETY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials under this Agreement and that said statute controls over the terms of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

ALTAMONTE SPRINGS HISTORICAL
SOCIETY, INC.

By: _____
CARMEN BIERMAN, President

[Corporate Seal]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

AEC/sjs
5/7/09

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